Bangalore Water Supply & Sewerage Board

(BWSSB)

REQUEST FOR PROPOSAL

FOR

Project Management & Strategic Support Consultancy for New Initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)

TENDER DOCUMENT

Office of the Executive Engineer (Project)-2
Bangalore Water Supply and Sewerage Board
3rd floor, Pinakini Bhavan, Doddaballapura Main road,
Yelahanka New Town, Bangalore – 560064.
email: eecmc3@bwssb.gov.in.

PARTICULARS OF TENDER

TENDER REFERENCE:	:	No. BWSSB/EE(P)-2/AEE(P)-2-1/AE/1218/2024-25 Dt:05.08.2024.
NAME OF THE WORK	:	Project Management & Strategic Support Consultancy for New Initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dtd: 20.08.2024 at 16:00 Hrs
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	Dtd: 21.08.2024 at 16:30 Hrs
EARNEST MONEY DEPOSIT	:	Rs. 1,91,000/- (Rupees One Lakh Ninety One Thousand only) The EMD shall be paid through e-procurement.
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Executive Engineer (Project)-2 Bangalore Water Supply and Sewerage Board 3rd floor, Pinakini Bhavan, Doddaballapura Main road, Yelahanka New Town, Bangalore – 560064.
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to the qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	Office of the Executive Engineer (Project)-2 Bangalore Water Supply and Sewerage Board 3rd floor, Pinakini Bhavan, Doddaballapura Main road, Yelahanka New Town, Bangalore – 560064.
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer (Project)-2 Bangalore Water Supply and Sewerage Board 3rd floor, Pinakini Bhavan, Doddaballapura Main road, Yelahanka New Town, Bangalore – 560064.
CONTRACT DOCCUMENT REFERENCE		Quality and Cost Based Selection (QCBS) as per K/C-4

NOTE:

1. Incomplete bids will not be accepted and will not be considered for bid evaluation
2. The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.

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Section 1. INVITATION FOR TENDER (IFT)

(Through Karnataka Public Procurement Portal)

IFT No. BWSSB/EE(P)-2/AEE(P)-2-1/AE/ 1218/2024-25 Dt:05.08.2024

The Executive Engineer (Central Stores) invites tender from eligible tenderers, for the work of "Project Management & Strategic Support Consultancy for New Initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)**"**detailed in the Table below. Tenderers are requested to submit their Tender through Karnataka Public Procurement Portal, EMD and details of their capability to undertake the tender (as detailed in ITT Clause – 4 & 6) in Karnataka Public Procurement Portal. Price tender will be opened only if the consultant who qualifies the minimum qualification criteria specified in ITC for award of contract will be opened.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portal**https://kppp.karnataka.gov.inin website only from **07.08.2024to 20.08.2024** Interested Tenderers may obtain further information by accessing the same website.

2. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.

3. The last date and time for receipt of tenders in the Electronic tender box in website https://kppp.karnataka.gov.in is **20.08.2024** at **16:00 hrs.** The bids will be opened at the office on **21.08.2024** at**16:30 hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

4. The other details can be seen in the tender documents.

Sl. No	Name of Work	Tender Processing Fees	Amount put to Tender Rs. in Lakh (Approx)	Bid Security Rs. in Lakh	Period of completion
(1)	(2)	(3)	(4)	(5)	(6)
1	Project Management & Strategic Support Consultancy for New Initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)	To be specified by Karnataka Public Procurement portal	**95.04**	**1.91**	**12 Months**

5. Bid Security shall be paid only through **Karnataka Public Procurement Portal** only. The value of the bid Security is as mentioned in the table above in column no.05.
6. The cost of the tender document once paid will not be refunded.
7. Uploading of signed copy of technical proposal submission form.

8. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
9. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 10:30 hrs to 17:00hrs.

Office of the Executive Engineer (Project)-2
Bangalore Water Supply and Sewerage Board
3rd floor, Pinakini Bhavan, Doddaballapura Main road,
Yelahanka New Town, Bangalore – 560064.
Website **kppp.karnataka.gov.in**
email: eecmc3@bwssb.gov.in.

Or **visit Website** https://kppp.karnataka.gov.in

10. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website https://kppp.karnataka.gov.in
11. Other details can be read from the tender documents.

-Sd-
Executive Engineer
(Project)-2
BWSSB

Section 2. Information to Consultants

1. INTRODUCTION

1.1. The Client named in the "Data Sheet" shall select a firm from amongst the Consultants who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the consultant under each stage must be to the client's satisfaction before work begins on the next stage.

1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, consultants are encouraged to pay a visit to the Client specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.

1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7. The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates in India, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a

project, and any of their affiliates in India, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates in India shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

d. will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9. Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10. The Consultants shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1. Consultants may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement Portal.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on theKarnataka Public Procurement Portaland will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1. Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

TECHNICAL PROPOSAL

3.2. In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, consultants must give particular attention to the following:

a. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

b. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

c. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

d. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A).

ii. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.

iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iv. A description of the methodology and work plan for performing the assignment (Section 3D). The Consultant should submit this document at the time of the technical presentation.

v. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

vi. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.

vii. Power of Attorney of Authorised Signatory (Section 3G)

viii. Certificate of the Financial Capacity of the Bidder (Section 3H). Certificate from Statutory Auditor / Independent Auditor showing the turnover of the bidder for the last 5 Financial Years.

ix. Details of the Bidder (Section 3I)

x. Any additional information requested in the Data Sheet.

3.5. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Consultants submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIAL PROPOSAL

3.6. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7. Consultant shall express the price of their services as per the information provided in Data Sheet.

3.8. The Consultant should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms of Reference, including all the applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

3.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the

validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1. The Technical Proposal and Financial Proposal; see para 1.2, shall be uploaded to the Karnataka Public Procurement Portal. The documents and details mentioned in Clause 3 above shall be submitted online on the website. Details and process of online submission of the tender and relevant documents are given on the website mentioned above.

4.2. Downloading of tender documents, submission of proposal all will be through the Karnataka Public Procurement Portal. Consultants must get themselves registered, acquainted and trained on the procedure of participating in tendering through the Karnataka Public Procurement Portal.

4.3. Consultants are requested to go through the RFP carefully and submit the required information without exception otherwise proposals will be rejected.

4.4. Consultant’s completed proposal must be submitted on or before the date and time stated in the Data Sheet.

4.5. EARNEST MONEY DEPOSIT

4.5.1. The Consultants are requested to submit Earnest Money Deposit (EMD) as indicated in the Karnataka Public Procurement Portal along with the Technical Bid

4.5.2. The Consultant can pay the EMD in the Karnataka Public Procurement Portal using any of the valid modes

4.5.3. The Consultant ‘s bid will be evaluated only on confirmation of receipt of the payment of EMD. Consultants shall refer to the Karnataka Public Procurement Portal for more details on the process.

4.6. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.

4.7. An authorized representative of the Consultant shall digitally sign the Proposal inthe Karnataka Public Procurement Portal. The representative ‘s authorization is confirmed by a written power of attorney or copy of board resolution accompanying the Proposal.

4.8. The Consultant shall submit the bids separately i.e., Technical and Financial electronically online in the Karnataka Public Procurement Portal.

4.9. Consultant has all the time to modify and correct or upload any relevant document in the portal before submission on the Karnataka Public Procurement Portal.

4.10. The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.11. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done in accordance with the procedures specified in this RFP. The bidders who are technically qualified will be

intimated through email or via the Karnataka Public Procurement Portal and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

4.12. Proposals must be received by the Client online not later than the time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.

4.13. After the deadline for submission of Proposals, the Technical Proposal will be opened as per the date and time notified on the Karnataka Public Procurement Portal. The Financial Proposal of the successful Consultants only will be opened after completion of technical proposal evaluation.

4.14. REFUND OF EMD

4.14.1. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful consultants will be refunded to the respective Bank accounts of the supplier/consultant registered in the Karnataka Public Procurement Portal.

4.14.2. The earnest money deposit of unsuccessful Consultant will be returned after the award of the proposal to the successful consultant.

4.14.3. The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Contract.

4.14.4. The earnest money deposit may be forfeited:

a. if the consultant withdraws the proposal after the deadline for submission of proposals, during the period of proposal validity.

b. if the Consultant does not accept the correction of the Contract Price; or

c. in the case of a successful Consultant, if the Consultant fails within the specified time limit to:

i. furnish the required Security deposit; or

ii. sign the draft Contract with the client; or

iii. sign and return the duplicate copy of the Letter of Acceptance

d. In case of the Consultant submitting fake documents such as Annual financial turnover, work done certificate etc., relevant to the proposal.

5. PROPOSAL EVALUATION

GENERAL

5.1. From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2. A three-stage procedure shall be adopted in evaluating the Proposals:

i. Eligibility Criteria for Prequalification as stipulated in Appendix-I of Data sheet

ii. In Technical Evaluation, firms securing the minimum qualifying marks mentioned in of the RFP will be eligible for financial evaluation

iii. Financial Evaluation.

5.3. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

EVALUATION OF TECHNICAL PROPOSALS

5.4. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the eligibility criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score *(St)*. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the data sheet.

PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS; RANKING

5.5. After the evaluation of quality is completed, the Client shall notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by electronic mail.

5.6. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.7. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.8. The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The financial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T+P = 1*) indicated in the Data Sheet: *S= St x T% + Sf x P%*. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology, work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and

in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3. Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract. Before contract negotiations, the Client will require assurances that the experts will be actually available or that suitable replacements with equivalent or better educational qualification and work experience shall be provided by the Consultant. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.4. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client reserves the right to cancel the tender and invite a fresh tender.

6.5. The Client reserves the right to request any further supporting documents from the selected Consultant prior to the signing of the Contract.

7. AWARD OF CONTRACT

7.1. The Consultants whose offer has been accepted will be notified by the Client prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, the Client will promptly notify other Consultants that they were unsuccessful through the Karnataka Public Procurement Portal only.

7.2. The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.3. Notwithstanding Clause 7.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants or Consultants of the grounds for the Clients action.

8. CONFIDENTIALITY

8.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process until the winning Consultant has been notified that it has been awarded the contract.

9. PERFORMANCE SECURITY

9.1. Within 14days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client a Security deposit in any of the forms given below for an amount asindicated in the Data Sheet

i. A bank guarantee in the form given in Appendix F of the Draft Contract; or.

9.2. Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.

9.3. The Performance Security shall be furnished from any Nationalised Banksapproved by Reserve Bank of India.

9.4. Failure of the Selected Consultant to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Authority reserves the right to –

1. forfeit the Earnest Money Deposit amount of the Selected Consultant, and
2. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

DATA SHEET - INFORMATION TO CONSULTANTS

Sl. No.	Section	Title	Details
1.	**1.1**	Name of Client	Bangalore Water Supply and Sewerage Board
2.	**1.1**	The Method of Selection is	Quality and Cost Based Selection (QCBS)
3.	**1.2**	Technical and Financial Proposals are requested:	Yes
4.	**1.2**	Name and Description of Assignment	The name of the assignment is "Project Management & Strategic Support Consultancyfor New Initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)" **Description of the Assignment:** Bangalore Water Supply & Sewerage Board (BWSSB) provides water management services to the city of Bangaluru. The Department, hereafter BWSSB intends to engage an agency for setting up project management unit which will closely work with BWSSB for planning & implementation of Water Supply and Sanitation projects along with other water management services. The agency shall prepare a comprehensive strategy for improvement in water supply and sanitation situation and innovative interventions for areas under jurisdiction of BWSSB and achieve desired targets and quality service delivery. The consultant shall deploy team of key personnel in BWSSB, ensure timely delivery of the documents and completion of various works assigned, establish coordination among all stakeholders and interact with client on regular basis. The agency shall extend end-to-end support in implementation of **water supply,implementation of reforms, innovative interventions, and support in ensuring compliance towards documentation under various national/state/city level schemes** being implemented by BWSSB.
5.	**1.3**	The Assignment is	No

Sl. No.	Section	Title	Details
		phased	
6.	**1.4**	Contact Person	Office of the Executive Engineer (Project)-2 Bangalore Water Supply and Sewerage Board 3rd floor, Pinakini Bhavan, Doddaballapura Main road, Yelahanka New Town, Bangalore – 560064. email: eecmc3@bwssb.gov.in
7.	**1.5**	The Client will provide the following inputs:	As per Terms of Reference
8.	**1.7.2**	The client envisages the need for continuity in downstream work	Yes
9.	**1.8**	Clauses on fraud and corruption	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 d of G.C.C.
10.	**2.1**	Clarification of any item of the RFP	Clarifications may be requested up to the date and time notified in the Karnataka Public Procurement Portalonly. Requests for clarifications must carry the subject line *"Queries regarding RFP for Project Management & Strategic Support Consultancy for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)*
11.	**3.1**	Language of the Proposal	English
12.	**3.3 a**	Bidder may associate with other participating Bidders	No. Consortium and Joint Venture are not permitted for this assignment.
13.	**3.3 b**	The estimated numberof Key ProfessionalStaff Months requiredfor the assignment	Based on the Terms of Reference, the Bidder shall form a multi-disciplinary team for undertaking this assignment
14.	**3.3 c**	The minimum qualification and experience required for the proposed key and sub key professional staff	As per the Terms of Reference
15.	**3.3 d**	Language of reports	English

Sl. No.	Section	Title	Details
16.	**3.4**	Additional Information in the Technical Proposal includes	Not Applicable
17.	**3.7**	Price of Services	**9.5.** The Bidder shall express the price of their services in Indian Rupees inclusive of all applicable Taxes. The total cost of services, inclusive of all taxes, shall be taken as the Financial Bid Amount to calculate the Financial Score. As provided in Section 4A, the Bidder should quote the Total Cost inclusive of all taxes in the relevant slot provided on the KPP portal. The Financial Bid should not include any conditions attached to it and any such conditional proposal shall be rejected. (As this is a service tender GST is not applicable). The Financial Proposal shall cover the total cost for all activities of the Bidder in accordance with the scope of work of this RFP. The Bidder shall calculate the item-wise and total costs for services inclusive of all taxes as per the format at Section 4B. **9.6.** The accepted Financial Proposal shall be applicable for the Term of the Contract. The Breakdown of Costs as per Section 4C will be used as the reference cost for the activities that the Bidder shall be undertaking over the Contract Period. The Bidder should take into consideration all the requirements and conditions outlined in this RFP document. No escalation in these costs shall be allowed during the Contract Period without significant variation in campaign/activity components or additional activities.
18.	**3.9**	Validity of Proposal	90 days from submission of Proposal
19.	**4.12**	Last Date and time for submission of proposal	As notified in the Karnataka Public Procurement Portal
20.	**5.1**	The address to send information to the Client is:	Office of the Executive Engineer (Project)-2 Bangalore Water Supply and Sewerage Board 3rd floor, Pinakini Bhavan, Doddaballapura Main road, Yelahanka New Town, Bangalore – 560064. email: eecmc3@bwssb.gov.in

Sl. No.	Section	Title	Details
21.	**5.3**	Evaluation criteria for Technical Proposal	As detailed below

5.3.1. Pre-Qualification Criteria

The Technical bids of only the Consultants satisfying the following pre-qualification criteria will be evaluated –

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
1.	**Legal Entity:** The Bidder should be either. • A company incorporated in India under the Indian Companies Act 1956 / 2013 and amendments thereof. • A registered LLP under the Limited Liability Partnership Act 2008 and amendments thereof • A registered Partnership Firm under The Indian Partnership Act 1932 and amendments thereof	• If the Bidder is a Company o Copy of Certificate of Incorporation • If the Bidder is an LLP o Copy of LLP Registration Certificate • If the Bidder is a Partnership Firm o Copy of Partnership Registration Certificate • All Bidders must submit the following – o Copy of GST Registration o Copy of PAN Card
2.	**Years of Experience:** The Bidder should have at least 5 (five) years of experience as on the date of notice inviting tender in **providing consulting services in Water sector**	• Technical Proposal Submission Form at **Section 3A** • Details of the Bidder at **Section 3I**
3.	**Average Annual Turnover:** The Bidder should have achieved in at least 2 Financial Years **an average annual turnover of at least INR 50 Crore** (Rupees Fifty Crore only) for the last 5 (five) completed financial years (i.e.,FY 2019-20,FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24) The Financial Capacity of only the bidding entity will be considered for this criterian. The Financial Capacity of the parent/ subsidiary /associate entities of the Bidder would not be	• Certificate from Statutory Auditor / Independent Auditor showing the turnover of the company for the last 5 Financial Years (i.e.,FY 2019-20,FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24)in the format at **Section 3H**

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
	considered for assessment of eligibility for this criterian.	
4.	**Experience of implementing consultancy projects at National level for Central Government/ IFI & donors in India with the scope Urban water/ wastewater.** The Bidder should have experience of at least 1 (one) consultancy project at National level for Central Government/ IFI & donor in India with the scope Urban water/ wastewater. The said assignments should meet the following criteria in addition to the above • The assignment should be for a duration of at least 2 years. • The contract value of the assignment services should be at least INR 5.00 Crore • The assignment must have been undertaken within the last 5 (Five) years from the date of notice inviting tender.	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o Work Order o Contract / Agreement
5.	**Experience of implementing consultancy projects for State Government /City/Urban local bodies/in India with the scope Urban water/ wastewater.** The Bidder should have experience of at least 1 (one) consultancy assignment of implementing consultancy projects for National/State level with the scope Urban water/wastewater. The said assignments should meet the following criteria in addition to the above – • The assignment should be for a duration of at least 2years in previous 5 Financial years (2019-20	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o Work Order o Contract / Agreement • Proof of completion such as completion certificate or performance certificate.

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
	to 2023-24) • The contract value of the PMU services should be at least INR 5.00 Crore • The assignment must have been undertaken within the last 5 (Five) years from the date of notice inviting tender.	
6.	**Not Blacklisted / Barred and Not Involved in Major Litigation Affecting Service Delivery:** The Bidder should not have been blacklisted / barred by any Central or State Government or PSU and should not be involved in any major litigation that may affect or compromise the delivery of service required. Further, in the last 5 (five) years, the Bidder or any of their Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	• Technical Proposal Submission Form at **Section 3A**
7.	**Power of Attorney:** The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing signatory for signing this bid.	• Duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder for signing this bid in format at **Section 3G** or a Copy of Board Resolution duly authorizing the Authorized Signatory
8.	**Key Personnel:** The Bidder shall form a multi-disciplinary team for undertaking this assignment and shall submit CVs of the Key Personnel in accordance with	• Team composition and task assignments in the format at **Section 3E** • CVs of the following Key Personnel (Suggested format available at **Section 3F**)

Sl. No.	Eligibility Criteria	Supporting Document to be Submitted *(All documents to be submitted unless indicated otherwise)*
	the Terms of Reference of the RFP document.	1. Project Associate(Water &Energy Efficiency) 2. Project Associate(Procurement & Financial Management) 3. Project Associate(Sustainability)

NOTE:

1. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the Lead Member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected bidder prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

5.3.2. Technical Evaluation Criteria

The Bidder shall be evaluated according to the below mentioned parameters –

Sl. No.	Criteria	Marks
1.	**Experience of the Bidder**	**20marks**
2.	**Qualification and Experience of Key Professional Staff**	**55marks**
3.	**Approach & Methodology**	**25marks**
TOTAL		**100 marks**

1. Experience of the Bidder			
Sl. No.	**Technical Criteria**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
1.1	**Experience of implementing consultancy projects at National level for Central Government/ IFI & donors in India with the scope Urban water/ wastewater.** The said assignments should meet the following criteria in addition to	**6 marks**	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the

1. Experience of the Bidder			
Sl. No.	**Technical Criteria**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
	the above • The assignment should be for a duration of at least 2 years. • The contract value of the assignment services should be at least INR 5.00 Crore • The assignment must have been undertaken within the last5 (Five)years from the date of notice inviting tender. ***Marking Scheme –*** • **2 marks** for each eligible assignment **at National level**, up to a maximum of 3 assignments		respective assignment. o Work Order o Contract / Agreement
1.2	**Experience of implementing consultancy projects for State Governmentin India with the scope Urban water/ wastewater.** The said assignments should meet the following criteria in addition to the above • The assignment should be for a duration of at least 2 years. • The contract value of the assignment services should be at least INR 5.00 Crore • The assignment must have been undertaken within the last5 (Five)years from the date of notice inviting tender. ***Marking Scheme –*** **2 marks** for each eligible assignment **at State level**, up to a maximum of 4 assignments **3marks for** eligible assignment (at least one) in Karnataka (Geographical experience)	**8 marks**	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o Work Order o Contract / Agreement
1.3	**Experience of implementing**	**6 marks**	• Bidder's References in the

1. Experience of the Bidder			
Sl. No.	**Technical Criteria**	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
	consultancy projects at city/ULB level with the scope Urban water/ wastewater The said assignments should meet the following criteria in addition to the above • The assignment should be for a duration of at least 2 years. • The contract value of the assignment services should be at least INR 2.00 Crore • The assignment must have been undertaken within the last 5 (Five) years from the date of notice inviting tender. ***Marking Scheme –*** • **2 marks** for each eligible assignment at city/ULB level, up to a maximum of 3 assignments		format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o Work Order o Contract / Agreement
Sub-Total		***20marks***	

Note for Evaluation of Experience of the Bidder:

1. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the Lead Member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected bidder prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

2. Qualification and Experience of Key Professional Staff			
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
2.1.	**Project Associate 1(Water& Energy Efficiency)**	**20Marks**	• Team composition and task assignments in the

2. Qualification and Experience of Key Professional Staff			
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Maximum Marks**	**Supporting Documents** *(all documents to be submitted unless indicated otherwise)*
	• Minimum educational qualification – 6**marks** • Minimum number of years of experience – 2**marks** • Relevant work experience – **12marks**		format at **Section 3E** • CVs of the Key Personnel (Suggested format available at **Section 3F**)
2.2.	**Project Associate 2 (Procurement & Financial Management)** • Minimum educational qualification – 6 **marks** • Minimum number of years of experience – 2 **marks** • Relevant work experience – 12 **marks**	**20 Marks**	• Team composition and task assignments in the format at **Section 3E** • CVs of the Key Personnel (Suggested format available at **Section 3F**)
2.3.	**Project Associate 3 (Sustainability)** • Minimum educational qualification – 4.5 **marks** • Minimum number of years of experience – 1.5 **marks** • Relevant work experience – 9 **marks**	**15 Marks**	• Team composition and task assignments in the format at **Section 3E** • CVs of the Key Personnel (Suggested format available at **Section 3F**)
Sub-Total		***55 marks***	

Note for Evaluation ofQualification and Experience of Key Professional Staff*:*

1. One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

3. Approach & Methodology			
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Maximum Marks**	**Supporting Documents**
3.1	**Understanding of Assignment:** The Bidder shall present on their understanding of the objectives of the assignment and the scope of work for the	**5 marks**	The approach and methodologyto be submitted at the time of submission of the

3. Approach & Methodology			
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Maximum Marks**	**Supporting Documents**
	assignment. The Bidder shall present their high-level work plan along with key targets to be achieved over the course of this assignment.		Technical Proposal on the Government of Karnataka Public Procurement Portal.
3.2	**Assessment of PMU Experience:** The Bidder shall present on their profile and track record in terms of their Experience as Program/Project Management Unit/ Program Management Consultants at National Level in Urban Sectorcredentials an existing client base. The Bidder should showcase their experience with Urban Sector for Central Government, State / UT Government, and Public Sector Undertakings.	**5marks**	
3.3	**Experience of implementing consultancy projects for central government/ state government/ IFI & donors in India with the scope Urban/ water/ wastewater.** The Bidder shall present their credentials and achievements for working central government/ state government/ IFI & donors in India with the scope Urban water/ wastewater in the last 5 (Five)years and demonstrate how they can leverage this expertise for this assignment.	**5 marks**	
3.4	**Experience of implementing consultancy projects at city/ULB level with the scope Urban water/ wastewater** The Bidder shall present their credentials and achievements for working at city/ULB level with the scope Urban water/ wastewater with other Government Departments / PSUs / Government Agencies in the last 5 (Five)years and demonstrate how they can leverage this expertise for this assignment.	**5 marks**	
3.5	**Experience in Karnataka:** The Bidder shall present their credentials and achievements for working with other Government Departments / PSUs /	**5 marks**	

3. Approach & Methodology			
Sl. No.	**Technical Criteria** *(as per Terms of Reference)*	**Maximum Marks**	**Supporting Documents**
	Government Agencies in Karnataka in the last 5 (five) years and demonstrate how they can leverage this expertise for this assignment.		
Sub-Total		***25 marks***	

Sl. No.	Section	Title	Details
22.	**5.4**	Minimum technical score	The Bidder must achieve a minimum of **75 marks overall** to be eligible for opening of the Financial Proposal.
23.	**5.7**	Ranking of the Bidders	The formula for determining the financial scores is the following: *Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal under consideration* The weights given to the Technical and Financial Proposal are: *T = 0.80, and* *F = 0.20* The Consultant achieving the highest combined technical and financial score will be invited for negotiations. In case of a tie, the Client shall select the Consultant who had received a higher score during the technical presentation. In case the Consultants are still tied, preference shall be given to the scores received for the technical evaluation.
24.	**6.1**	Approving authority for negotiation	Chief Engineer (Project), Bangalore Water Supply & Sewerage Board (BWSSB), 3rdFloor, Cauvery Bhavan, Kempe Gowda Road, Bengaluru-560009

25.	**7.2**	The assignment is expected to commence on [Month, Year] at [Location]	Tentative Date: *Within 30 days of the signing of the Contract at Bengaluru.*
26.	**8.1**	Performance Security	5% (Five Percent) of the Contract Price.

Section 3. Technical Proposal – Standard Forms

3A. Technical Proposal Submission Form

3B. Bidder's References

3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments

3F. Format of Curriculum Vitae of proposed key professional staff

3G. Power of Attorney of Authorised Signatory

3H. Financial Capacity of the Bidder

3I. Details of the Bidder

3A. Technical Proposal Submission Form

(To be submitted on the Bidder's letterhead)

[Location, Date]

FROM:

(Name of the Bidder)

_____
_____
_____

To,

The Executive Engineer (Project)-2
Bangalore Water Supply and Sewerage Board
3rd floor, Pinakini Bhavan, Doddaballapura Main road,
Yelahanka New Town, Bangalore – 560064.
Email: eecmc3@bwssb.gov.in

Dear Sir / Madam:

Subject: Proposal for "Consultancy Services for the Project Management & Strategic Support for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)"

We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the Karnataka Public Procurement Portal as tender no:..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on the Karnataka Public Procurement Portal. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Consultancy Services for the Project Management & Strategic Support Consultancy for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB).**

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to Bangalore Water Supply & Sewerage Board (BWSSB)any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We have at least 5(five) years of experience as on the date of notice inviting tender in providing consulting services to government agencies
4. I/We certify that in the last 5 (five)years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I/we have not blacklisted/barred by the Government of Karnataka or any of its agencies for any reasons whatsoever.
6. I/we have not been blacklisted/barred by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
7. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.
8. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client.
9. I/We do not have any conflict of interest
10. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Sub-Clause 2.7.1(d) of General Conditions of Contract in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with Bangalore Water Supply & Sewerage Board (BWSSB) or any other public sector enterprise or any government, Central or State; and
11. The Proposal is unconditional
12. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
13. I/we hereby declare that the information / documents / certificates submitted by M/s ..... *(Name of the Bidder)*along with this *RFP for Project Management & Strategic Support Consultancy for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)*are genuine, and nothing has been concealed. I / we shall have no objection in case Bangalore Water Supply & Sewerage Board (BWSSB) verifies them from issuing authority(ies). I / we shall also have no objection in providing the original copy of the document(s), in case the Client demand so for verification.
14. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with Clause 2.7.3 of the RFP document.
15. I hereby confirm that in case, any document, information & /or certificate submitted by me found to be incorrect/false/fabricated, the Client at its discretion may disqualify / reject my application for pre-qualification out rightly and also debar ..... *(Name of the Bidder)* from participating in any future tenders.
16. I, hereby submit a declaration that the tender submitted by the undersigned on behalf of the tenderer ..... *(Name of the Bidder)* shall not be withdrawn or modified during the period of validity or extended period of validity.
17. I, on behalf of the tenderer ..... *(Name of the Bidder)*, also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case itis awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then ..... *(Name of the Bidder)* will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of **one year** from the date of default.

If negotiations are held by the Client, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorised Signatory:
Name and Title of Signatory:
Name of Bidder:
Address:

3B. Bidder's References

Relevant Services carried out in the last 7 (k) years that best illustrate Qualifications.

A. Summary of Experience

The Bidder shall provide a summary of their work experience in the following format –

Note: Bidders should use one row for each assignment submitted for assessment.

A.1 Experience of implementing consultancy projects at National level for Central Government/ IFI & donors in India with the scope Urban water/ wastewater.

Sl. No.	**Name of Assignment**	**Name of Client**	**Location**	**Contract Price** *(In INR Lakhs)*	**Start Date** *(Month, Year)*	**End Date** *(Month, Year)*	**Duration of Assignment**
1.							
2.							
3.							

A.2 Experience of implementing consultancy projects for State Government in India with the scope Urban water/ wastewater.

Sl. No.	**Name of Assignment**	**Name of Client**	**Location**	**Project Cost** *(in INR Crore)*	**Start Date** *(Month, Year)*	**End Date** *(Month, Year)*	**Duration of Assignment**
1.							
2.							
3.							

A.3. Experience of implementing consultancy projects at city/ULB level with the scope Urban water/ wastewater

Sl. No.	**Name of Assignment**	**Name of Client**	**Location**	**Project Cost** *(in INR Crore)*	**Start Date** *(Month, Year)*	**End Date** *(Month, Year)*	***Duration of Assignment***
1.							
2.							
3.							

B. Details of Experience

Using the format below, provide information on each reference assignment for which your organisation, either as an individual corporate entity or as one of the major companies within an association, was legally contracted. Attach relevant work order / contract / agreementfor each reference assignment.

Sl. No.	Particulars	Details
1.	**Name of Assignment**	
2.	**Name of Client**	
3.	**Location of Client**	
4.	**Client's Sector**	
5.	**Start Date of Assignment**	
6.	**End Date of Assignment**	
7.	**Duration of Assignment**	
8.	**Value of Assignment** *(Contract Value, Professional Fees, or Payments Received)*	
9.	**Objectives of the Assignment**	
10.	**Description of actual services provided for Assignment**	
11.	**Key Personnel / Senior Staff involved for Event**	
12.	**Name and Role of Associated Consultants if any**	
13.	**Brief Description of Results Achieved during Assignment**	
14.	**Proof of Undertaking for Assignment**	*Type of Document: Date of Issue of Document: Enclosed: [] Yes [] No*
15.	**Proof of Completion for Assignment***(if applicable)*	*Type of Document: Date of Issue of Document: Enclosed: [] Yes [] No*

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

Note:

1. For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected Agency prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.
3. At least one of the following documents issued by the client for the assignment should be submitted as proof for undertaking the respective assignment

- Work Order
- Contract / Agreement

For Consultancy Services for PPP Projects, the proof of completion such as completion certificate or performance certificate should also be submitted.

The document submitted should meet all the requirements as per the criteria as per Clause 5.3.1 and Clause 5.3.2 of the Data Sheet.

4. The Client reserves the right to request any further supporting documents from the Bidders prior to the signing of the contract.
5. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

On the Terms of Reference:

1.

2.

3.

4.

5.

On the Data, Services, and Facilities to be provided by the Client

1.

2.

3.

4.

5.

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3D. Description of the methodology and work plan for performing the assignment.

(Soft copy and Hard copy to be submitted to the Evaluation Committee at the time of the Technical Presentation)

BIDDER'S NAME: _____

The shortlisted Bidders shall make a detailed Technical Presentation on the aspects listed under the evaluation criteria for Approach and Methodology as per Clause 5.3.2 Sl. No. 3 of the Data Sheet.

The presentation is not required to be submitted at the time of submission of the Technical Proposal on the Karnataka Public Procurement Portal. Shortlisted bidders shall present to the evaluation committee as notified by the Client.

The soft copy of the presentation and any associated supporting documents are to be submitted along with a covering letter to the evaluation committee at the time of the technical presentation via email toeecst@bwssb.gov.in

3E. Team Composition and Task Assignments

Note: One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.

1.Key Personnel

Sl. No.	Name	Position	Educational Qualification	Years of Work Experience	Tasks
1.					
2.					
3.					

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3F. Format of Curriculum Vitae of proposed key professional staff

(Kindly refer to Clause 8 of Section 5 Terms of Reference for details on requirements for Educational Qualification and Work Experience)

Name of the Entity							
Name of Staff *[Provide full name]*							
Proposed Position *[Only one candidate to be nominated for each position]*							
Total Years of Experience *[in years and months]*							
Date of Birth *[dd/mm/yyyy]*							
Nationality							
Key Educational Qualifications *[Summarize college/university and other specialised education of staff member, giving names of schools, dates attended and degrees obtained]*	***Sl. No.***	**Start Date**	**End Date**	**School / College**	**University**	**Location**	**Degree Obtained**
	1						
	2						
	3						
Employment Record *[Starting with the present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisation, titles of positions]*	**Sl. No.**	**Name of the Organization**		**Designation**		**From (month, year)**	**To (month, year)**
	1						
	2						
	3						
Key Work Experiences[1] *[List all the key assignments undertaken by the personnel to be considered for Technical Evaluation of the*	*Brief of key experience of the proposed Key Personnel*						

[1] Kindly ensure experience covers the requirements as per Terms of Reference. Kindly list only the relevant experience.

<table>
<tr><td>proposed Key Personnel]</td><td colspan="4"></td></tr>
<tr><td colspan="5">Assignment 1: [Name of the assignment]
Year: [From-To]
Location:
Client:
Position held:
Main project features: [Brief of the project]
Activities performed: [List of all the activities performed in the assignment]
•
•
•</td></tr>
<tr><td colspan="5">Assignment 2: [Name of the assignment]
Year: [From-To]
Location:
Client:
Position held:
Main project features: [Brief of the project]
Activities performed: [List of all the activities performed in the assignment]
•
•
•</td></tr>
<tr><td>Membership with Professional bodies:</td><td colspan="4">[List of memberships]</td></tr>
<tr><td rowspan="4">Proficiency in Languages
[Excellent, good, fair and poor]</td><td>Language</td><td>Speaking</td><td>Reading</td><td>Writing</td></tr>
<tr><td>English</td><td></td><td></td><td></td></tr>
<tr><td>Kannada</td><td></td><td></td><td></td></tr>
<tr><td>Hindi</td><td></td><td></td><td></td></tr>
</table>

Undertaking for Relevant Qualification and Experience:

I hereby undertake that I meet the following requirements for the position of _____ (proposed position) for the assignment *Project Management & Strategic Support Consultancy for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)*

- Educational Qualification: _____
- Experience: _____

  _____

[Kindly specify educational qualification and experience as per the requirements specified in the Terms of Reference for the proposed position of the staff]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]

Full Name of Staff Member: _____

_____ Date: _____

[Signature of authorised representative of the Bidder]

Full Name of Authorized Representative: _____

3G. Power of Attorney of Authorised Signatory

Know all men by these presents, we…… (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (name), …… son/daughter/wife of …… and presently residing at ……, who is presently employed with us and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for Services for the proposed assignment **"Project Management & Strategic Support Consultancy for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)"** by the Chairman, Bangalore Water Supply & Sewerage Board (BWSSB) (the "Client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……, THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY[2] ON THIS …… DAY OF ……, 20……

For

……

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

……

(Signature)

(Name, Title and Address of the Authorized Signatory)

[2] In line with the following points:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3H. Financial Capacity of the Bidder

(On the Letterhead of the Statutory Auditor / Independent Auditor)

Date:

We have verified the relevant records of M/s. _____ [*Name of the Bidder*] and certify that their annual turnover in the last 5(five) financial years is as mentioned in the table below.

Annual Turnover (INR Lakhs)					Average Annual Turnover
FY 2019-20	**FY 2020-21**	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	

This certificate is being issued to be produced before Bangalore Water Supply & Sewerage Board (BWSSB)for the assignment **"Project Management & Strategic Support Consultancy for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)"**

(Seal and signature of Auditor)

Name of the audit firm: _____

CA Membership Number: _____

Date: _____

Instructions:

1. The Bidder should provide details of their own Financial Capacity as specified in Data Sheet Clause 5.3.1
2. The Financial Capacity of the parent / subsidiary / associate entities of the Bidder would not be considered for evaluation.
3.

3I. Details of the Bidder

(On the Letterhead of the Bidder)

Sl. No.	Criteria	Details
1.	**Bidder Details**	
a.	Name of Company/LLP / Firm	
b.	Type of Entity	(such as Company / LLP / Partnership etc.)
c.	Country of Instate	
d.	Date of Incorporation and/or Commencement of Business	
e.	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
f.	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
g.	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
h.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:
i.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
2.	Years of experience in providing consultancy services to Central Government / State Government / Public Sector Undertaking clients	___ years of experience
3.	Types of Consultancy Services provided to Government Sector Clients	
3a.	**Eligibility Criteria**	
i.	Experience of implementing consultancy projects at National level for Central Government/ IFI & donors in India with the scope Urban	Major Clients – i. _____ ii. _____ iii. _____

Sl. No.	Criteria	Details
	water/ wastewater. The Bidder should have experience of at least 1 (one) consultancy assignment.	iv. _____ v. _____
ii.	Experience of implementing consultancy projects for State Government /City/Urban local bodies/ in India with the scope Urban water/ wastewater. The Bidder should have experience of at least 1 (one) consultancy assignment	Major Clients – i. _____ ii. _____ iii. _____ iv. _____ v. _____
3b.	**Technical Evaluation**	
i.	Experience of implementing consultancy projects at National level for Central Government/ IFI & donors in India with the scope Urban water/ wastewater. (as per technical evaluation criteria 1.1)	Major Clients – i. _____ ii. _____ iii. _____ iv. _____
ii.	Experience of implementing consultancy projects for State Government in India with the scope Urban water/ wastewater. (as per technical evaluation criteria 1.2)	Major Clients – i. _____ ii. _____ iii. _____ iv. _____
iii.	Experience of implementing consultancy projects at city/ULB level with the scope Urban water/ wastewater (as per technical evaluation criteria 1.3)	Major Clients – i. _____ ii. _____ iii. _____ iv. _____
4.	Enclosed Form 3A	Form Enclosed: [] Yes [] No
5.	Enclosed Form 3B	Form Enclosed: [] Yes [] No Supporting Documents Enclosed: [] Yes [] No
6.	Enclosed Form 3C	Form Enclosed: [] Yes [] No
7.	Enclosed Form 3E	Form Enclosed: [] Yes [] No
8.	Enclosed Form 3F	Form Enclosed: [] Yes [] No
9.	Enclosed Form 3G	Form Enclosed: [] Yes [] No
10.	Enclosed Form 3H	Form Enclosed: [] Yes [] No

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

Section 4. Financial Proposal – Standard Forms

4A. Financial Proposal submission form.

4B. Summary of Costs

4C. Breakdown of Costs

4A. Financial Proposal submission form

Note: *Bidder should quote their Consultancy Fee as a lump sum fee for the tender inclusive of all taxes, duties and cess directly on the Karnataka Public Procurement Portal. Detailed breakdown of cost as per Section 4C and summary of costs as per Section 4B shall be submitted by the selected Bidder at the time of the negotiation meeting.*

To,

The Executive Engineer (Project)-2
Bangalore Water Supply and Sewerage Board
3rd floor, Pinakini Bhavan, Doddaballapura Main road,
Yelahanka New Town, Bangalore – 560064.
Email: eecmc3@bwssb.gov.in

Dear Sir

Subject: Consultancy Services for the Project Management & Strategic Support for new initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)

We, the undersigned, offer to provide Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Financial Proposal). Our attached Financial Proposal is for the Lumpsum Consultancy Fee of [Fee amount in words and figures], inclusive of all taxes for the duration of the Contract Period.

We understand that the Client reserves the right to negotiate the Financial Proposal for the services as a whole or for individual sub-components of the services as specified in the Data Sheet.

We undertake that our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant / Firm:

Address:

[Note: the financial proposal should not be disclosed, if so, the tender will be treated as technically non responsive. Further, as this is a service tender, GST is not applicable.]

4B. Summary of costs

(Not to be uploaded to Karnataka Public Procurement Portal, to be submitted by the successful bidder in the below format at the time of the negotiation meeting)

It is mandatory for the successful bidder to submit to the Client the break-up of their lump-sum quote in the below provided format at the time of the financial negotiation meeting.

Sl. No.	Description	Amount (INR)
1.	Remuneration for Key Professional staff (A)	
2.	Supporting Staff (B)	
3.	Transportation (C)	
4.	Office Supplies, Utilities and Communication (D)	
5.	Report and Documentation (E)	
Total Cost (including all applicable taxes and cess) = (A + B + C + D + E)		

Note:

1. The above shall include all costs related to Remuneration of the Key Professional Staff and applicable taxes only. Any other costs arising out of scope related activities beyond the Remuneration of the Key Professional Staff and applicable taxes would require prior approval from the Client and subsequently will be either borne by the Client directly or reimbursed on an actual basis on submission of relevant bills, as applicable. This includes any domestic and international study tours required for this project.
2. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in Format 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with Clause 6 of the Information to Consultants.
3. In case of any discrepancy between the Financial Proposal and the Summary of Costs, the Client shall correct any computational errors made by the Bidder to bring the Summary of Costs in line with the submitted Financial Proposal.

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

4C. Breakdown of Costs

(Not to be uploaded to the Karnataka Public Procurement Portal, to be submitted by the successful bidder in the below format at the time of the negotiation meeting)

It is mandatory for the successful bidder to the break-up of their costs to Bangalore Water Supply & Sewerage Board (BWSSB)in the below provided format at the time of the financial negotiation meeting.

Sl. No.	***Name***	***Man-month Rate (inclusive of applicable taxes)*** **(A)**	***Number of Man-months*** **(B)**	***Total Amount*** **= (A x B)**
	Key Staff			
1	Project Associate 1 (Water and Energy Efficiency)		12	
2	Project Associate 2 (Procurement & Financial management)		12	
3	Project Associate 3 (Sustainability)		12	
	Supporting Staff		12	
4	Office Boy		12	
5	Transportation		12	
6	Office Supply and Communication		12	
7	Reports and Documentation		12	
Total				

Note: *If the Contract is extended beyond the initial 12-month Contract Period, mutual agreement has to be undergone as per the existing tender conditions and rates.*

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

Section 5. Terms of Reference

1. Description of Assignment

Bangalore Water Supply & Sewerage Board (BWSSB) provides water management services to the city of Bangaluru. The department, hereafter BWSSB intends to engage an agency for setting up project management unit which will closely work with BWSSB for planning & implementation of innovative interventions for water & energy efficiency applying the circularity and sustainability approach and identifying innovative financing models to achieve financial sustainability in water management services.

The agency shall assess BWSSB's existing scenario of Water management, energy efficiency, circularity and Sustainability, Procurement and Bid Process strategy and financial structure. Further, the agency shall prepare a comprehensive strategy for improvement in water supply and sanitation situation and innovative interventions for areas under jurisdiction of BWSSB and achieve desired targets and quality service delivery. The consultant shall deploy team of key personnel in BWSSB, ensure timely delivery of the documents and completion of various works assigned, establish coordination among all stakeholders and interact with client on regular basis.

2. Organization Background

Bangalore Water Supply and Sewerage Board is an autonomous body formed by the State legislature under Bangalore Water supply and Sewerage Board Act on 10-09-1964 for Water Supply & Sewage disposal. It is one of the first Water supply & Sanitation Utilities in India with jurisdiction of entire Bruhat Bengaluru Mahanagara Palike Area of 800 Sq.km.

It has the following mandates: Adequate water supply to meet demand; creation of sewerage network & safe disposal of sewage; Preparation, implementation of plans & schemes for augmenting water supply & safe disposal of sewage; Levy and collection of water charges on 'no loss no profit Basis' for sustainability of the system.

3. Objective

The specific objective of the PMU is to provide requisite technical & managerial support to BWSSB on the following broad areas:

a. Water and Energy Efficiency
b. Circularity and Sustainability
c. Procurement & Bid Process Management
d. Innovative financing & Fund mobilization Support
e. Coordination/ any other activity to be implemented as directed by BWSSB.

The PMU will assist BWSSB in the above-mentioned broad areas for timely planning & implementation of projects.

4. Contract Period

The overall period of the engagement of the agency shall be Twelve Months (12) and further extension up to 24 months on satisfactory performance from the date of

signing the contract, with the provision for extension based on the requirement of the client.

5. Terms of Reference

The scope of services includes:

a) Water & Energy Efficiency

i. Develop/update the water balance plan and assess water efficiency opportunities and economics.
ii. Support in appointment of agency for carrying out water use efficiency.
iii. Assist in betterment of Water metering and accountability.
iv. Map and suggest global solutions to improve water use efficiency as well as water Quality.
v. Provide strategic inputs on energy efficiency planning and implementation approaches.
vi. Conduct research on policy, regulatory, and opportunities for energy efficiency.
vii. Support in hiring of agency for detailed energy assessment and explore energy consumption improvement opportunities.
viii. Landscape assessment of policies related to implementing energy management initiative.
ix. Identify, design, and support implementation of new activities related to energy efficiency transformation programs.
x. Lead technical analysis for energy efficiency measures, energy efficiency potential estimation, benefit-cost analysis, implementation.
xi. Lead compilation of best practices, handbooks on energy efficiency.

b) Circularity & Sustainability

i. Develop an integrated model for clustering/packaging the up gradation and operation & maintenance of existing treatment plants and associated infrastructure with the proposed /new treatment plants.
ii. Develop action plan to maximize the reuse of treated waste water.
iii. Identification of bulk users of recycled used water and facilitating sale of used water to potential users (e.g., industrial clusters such as textile/ leather/ paper/ power plants/ railways, horticulture etc.)
iv. Guidance on adoption of innovative technologies/ smart elements for effective wastewater management
v. Prepare the action plan with aiming at illuminating the growing crisis in management of lake/WB ecosystem, articulating principles to guide the transition towards managing lakes/WBs for their sustainable use and to provide a practical blueprint for ensuring long term health of water bodies and integrity of their survival and economic development.
vi. Identification of various sources contributing to pollution in water bodies based on desk survey (available information or data/ google map/ historical records) and physical reconnaissance survey (based on physical visual observations, interactions with the local public etc.,)
vii. Develop “Recycle & Reuse” policy for direct non- portable water and indirect portable reuse at local/ city level.

viii. Development of integrated water and wastewater tariff based on rational pricing principles and policies and in compliance with the international standards of utilities.

ix. Assist in preparation of **city proposal for qualification under healthy river program** (World bank assisted, GOI program for water pollution control and recycling and reuse of treated wastewater)

c) Procurement & Bid Process Management

i. Assist in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders' queries, bid evaluation, selection of contractors, award of contract and signing of contract.

ii. Undertake clusterization and packaging of projects along with preparation and review of bid documents.

iii. Identify the possibility of private / public participation in the service delivery, as feasible and applicable, and prepare contract document for such package.

iv. Undertake pre-feasibility assessment for proposed PPP projects and preparation of pre-feasibility report and project concept notes.

v. Identify various business models and cost -benefit analysis.

vi. Assist in developing financial models to assess project viability and PPP structuring options.

d) Innovative financing &Support in Fund Mobilization

i. Assessment of past ongoing investments

ii. Assessment of investment priorities and frameworks

iii. To assess city counterpart funding of projects from other schemes and explore alternative financing.

iv. Explore alternate long-term municipal finance options available for financing water and wastewater infrastructure.

v. Develop concept for innovative financing mechanism for capital infrastructure

vi. Conduct financial sustainability analyses for revenue-generating sub-projects.

vii. Preparation of financial viability model for PPP Projects (if any)

viii. Assist in developing action plan for issuance and Municipal bonds / Green Bonds.

e) Coordination & any other support/activities to be implemented as directed by BWSSB

i. Handbook and manual preparation for capacity building for Global innovation projects taken up by BWSSB.
ii. The consultant needs to co-ordinate with all the stakeholders, partners, startups, companies and facilitation to be provided to us to take up the projects.

6. Deployment of Personnel

6.1.1. The Consultant shall support in project management and strategy support*of* Bangalore Water Supply & Sewerage Board (BWSSB) at par with international standards. The Consultant shall undertake consultation with concerned government agencies for the drafting and approval of the regulations.

6.1.2. The Consultant shall ensure the proposed regulations are aligned with the provisionin relevant government legislation and policies.

6.2. Coordination support

6.2.1. The Consultant shall provide necessary coordination for inter-department activities and joint initiatives. This shall include, but not limited to, the following activities throughout the term of the project –

i. Preparing presentations, discussion notes, minutes of meeting, etc.

ii. Coordination between the concerned government agencies for common purposes and joint initiatives.

iii. Liaise with the concerned stakeholders / Consultants as required towards achievement of the objectives of the project.

iv. Provide necessary facilitation and coordination support for organization of key events and workshops as required.

Note:

i. Legal / technical vetting of tender documents, agreement / contract, legal due diligence, and other concerned related documents shall be done by the Client / concerned Authority

ii. Technical survey including soil survey and topo survey, valuation of properties, legal due diligence of land, and statutory clearances shall be undertaken by the Client / concerned Authority.

iii. The Client / Authority shall obtain applicable statutory clearances / approvals / permissions / NOCs. The Consultant shall support the Client /Authority in this regard on a best effort basis.

iv. Transportation and stay expenses for any work outside Bengaluru shall be borne by the Client/Contractor.

7. Deployment of Personnel

7.1. The Key Personnel comprising the PMU team of the Consultant shall be full-time staff based out of the Client office in Bengaluru from the start of the project.

7.2. The minimum required qualifications and experience of the proposed Key Professional Staff of the Consultant are as detailed below –

Sl. No.	Key Professional Staff	Educational Qualification	Minimum Years of Work Experience	Relevant Work Experience
1.	Project Associate 1 (Water &Energy Efficiency)	• Graduate in Civil/Environmental Engineering with Masters' degree in engineering or related fields.	Minimum 5 years of relevant work experience.	• Experience of working with government programs in the field of water/ wastewater/ Energy/ infrastructure.
2.	Project Associate 2 (Procurement & Financial	• Postgraduate / Graduate in Managementor	Minimum 5 years of experience	• Proven Experience in Procurement, Public Procurement in social and infrastructure sector/ financial

Sl. No.	Key Professional Staff	Educational Qualification	Minimum Years of Work Experience	Relevant Work Experience
	Management)	related fields.		management for government programs/ projects.
3.	Project Associate 3 (Sustainability)	• Master's in public policy/ Environment/ Sustainability	Minimum 3 years of experience	• Experience in Environmental/ Sustainability/ SDGs projects. Experience with donor agencies preferred

7.3. **Deployment of Additional Personnel:**Apart from the above, the Consultant may be asked to deploy additional team members for a defined time period on a person-month basis, as per the Client's requirements. The Client shall inform the Consultant at least 30 days in advance of such a requirement. The minimum experience of this resource would be similar to the personnel for the Key Personnel as mentioned above. The additional resource should be deployed at the same rate as the equivalent team members.

7.4. **Replacement of Personnel:** The Client may allow the Consultant to replace the personneldeployed with prior notice of at least 30 days in advance. The Consultant shall propose optionsfor replacement duly furnishing the educational qualifications and experience specifiedfor the respective position in the RFP Document. The Client reserves the right toapprove the replacement after due interaction, if necessary. The cost of replacement of thepersonnel shall be borne by the Consultant.

8. Reporting Requirements

8.1. The Consultant shall submit deliverables as per the scope of work as outlined in the Terms of Reference. These deliverables shall be submitted to the concerned Authority and the review of the deliverable shall be done by the relevant approving Authority.

8.2. The Consultant shall submit Monthly KPI Progress Reports mentioning the 2-3 KPIs/ deliverables that shall be submitted by the Consultant in the subsequent month pertaining to each of the 4 heads under the scope of work. The KPIs/deliverables shall be discussed and mutually agreed upon by the Consultant and the Authority. The Monthly KPI Progress Reports shall provide the status of KPIs of the preceding month. Any external challenges/ unplanned events/ dependencies on external stakeholders causing partial/ non-completion of previous month KPIs shall be mentioned in the Monthly KPI Progress Reports with proper justification. The Monthly KPI Progress Reports shall be submitted as per the following schedule –

Sl. No.	Report	Brief Description	Timeline	Approving Authority
1	**Monthly KPI Progress Report**	• Summary of KPIs/deliverables/activities carried out by the Consultant over the previous month • Summary of 2-3 KPIs/ deliverables that shall be submitted by the Consultant in	• By the 10thworking day of each month during the contract period	Chief Engineer (Project) - BWSSB

Sl. No.	Report	Brief Description	Timeline	Approving Authority
		the subsequent month pertaining to each of the 4 heads under the scope of work • Any external challenges/ unplanned events/ dependencies on external stakeholders causing partial/ non-completion of KPIs		

8.3. The review meetings shall be held on a monthly basis, i.e., every month, to review the progress of the Consultant.

8.4. The reports shall be submitted in English in both hard and soft copies. As and when required, the Consultant may be asked to present their report as a presentation.

8.5. The above list covers only part of the deliverables identified in the scope of services. The Consultant shall prepare and submit other deliverables over the course of the assignment that arise from their activities in accordance with the scope of services. Review and approval of such deliverables shall be done by the Client, as applicable.

9. Terms of Payment and Payment Schedule

9.1. The indicative Terms of Payment and the Payment Schedule are provided in the draft Contract.

Section 6. Draft Contract for Consultant's Services

Between

_____

[Name of Client]

And

_____

[Name of Consultants]

Dated:

AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20__ between,

Bangalore Water Supply & Sewerage Board (BWSSB), having its office at, 3rdFloor, Cauvery Bhavan, Kempe GowdaRoad, Bengaluru-560009(hereinafter called the **"Client"**or **"BWSSB"** or **"the Authority"** which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part

AND

_____,[a company registered under the Companies Act, 1956 / a partnership firm under the Indian Partnership Act 1932 / a limited liability partnership firm under the Limited Liabilities Partnership Act 2008] and having its registered office at _____ (hereinafter called the **"Consultants"** which expression shall include their respective successors and permitted assigns) on the Second Part

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "**Services**");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

   Appendix A: Description of the Services

   Appendix B: Reporting Requirements

   Appendix C: Key Personnel and Sub-consultants

   Appendix D: Services and Facilities to be provided by the Client

   Appendix E: Breakdown of Contract Price in Indian Rupees

   Appendix F: Form of Guarantee for Performance Security

   Appendix G: Power of Attorney Submitted by Consultants

   Appendix H: Technical Presentation submitted by Consultants

   Appendix I: Letter of Award issued by Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR, AND ON BEHALF OF [NAME OF CLIENT]	FOR, AND ON BEHALF OF [NAME OF CONSULTANT]
By (Authorized Representative)	By (Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
b. **“Applicable Permits”** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Consultants under Applicable Law, in connection with the Services during the subsistence of this Contract
c. **“Commencement Date”** means the date on which the Consultants begin carrying out the Services pursuant to Clause GC 2.2
d. **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
e. **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with Clause 6;
f. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
g. **"GC"** means these General Conditions of Contract;
h. **“Good Industry Practice”** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, or supervision, or monitoring thereof of any of them of the services similar to that of the Service
i. **"Government"** means the Government of Karnataka;
j. **"Local currency"** means Indian Rupees
k. **“Material Adverse Effect”** shall mean a material adverse effect of any act or event on the ability of either party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either party
l. **“Material Breach”** shall mean and include the following
a. Failure by the Consultants to procure the requisite insurance in accordance with this Contract;
b. Failure by the Consultants to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
c. Failure by the Consultants to comply with the instructions or orders of the Client made under this Contract;
d. The direct or indirect assignment of any rights, interest or obligations in this Contract by the Consultants in violation of any terms of this Contract;
e. Failure by the Consultants to observe or perform any of the Consultants’ undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this Contract resulting in Material Adverse Effect
m. **"Member"** in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

n. **"Party"** means the Client or the Consultants, as the case may be, and "Parties" means both of them;
o. **"Personnel"** means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and "Key Personnel" means the personnel referred to in Clause GC4.2 (a)
p. **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
q. **"Services"** means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
r. **"Sub-consultant"** means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
s. **'Third party"** means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or e-mail, to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task/stage is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within 30 (thirty) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task or stage, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services,

provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently

approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates in India, as well as any Sub-consultant and any of its affiliates in India, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or any time after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

(a) The Consultant may subcontract any part of the services under this Contract. Subcontracting does not alter the Contractor's obligations and the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other

sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation,and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Expenses for travel, accommodation and the like for work outside Bengaluru shall be borne by the Client on actuals. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due. The payment shall be made in the Bank Account as given in SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Consultants are a single entity. The Member in Charge is not applicable for this Contract.

[1.1 All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

[1.2 The Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bengaluru shall have exclusive jurisdiction over matters arising out of or relating to this Contract

[1.4 The addresses are:

Client:

The Executive Engineer (Project)-2
Bangalore Water Supply and Sewerage Board
3rd floor, Pinakini Bhavan, Doddaballapura Main road,
Yelahanka New Town, Bangalore – 560064.
Email: eecmc3@bwssb.gov.in

Contact Person:
Designation: _____
E-mail:_____
Phone: _____

Consultants:

_____
_____
_____

Contact Person:
Name:
Designation:
E-mail:
Phone: _____

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of e-mail, 24 hours following confirmed transmission;

[1.6 The Client may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, Chairman, Bangalore Water Supply & Sewerage Board (BWSSB) is the Authorised Representative of the Client. The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract.

Consultants shall nominate their authorized representative for execution of this contract through appropriate Power of Attorney or Letter of Authority.

For the Consultant: (Name)

(Designation)
(Address)

The Power of Attorney for the Authorized Representative of the Consultants is provided in Annexure G of this Contract.

[1.7.1 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The date on which this Contract shall come into effect isthe date of signing of the Contract (Effective Date)

[2.2 The commencement date shall be within 30(thirty) days of the Effective Date (Commencement Date)

[2.3 The Contract Period hereby granted is for a period of 12 months commencing from the Commencement Date.

The Contract may be extended for a period of 24 months at a time for the completion of downstream work. The decision for the extension shall be at the sole discretion of the Client.

If the Contract is extended beyond the initial 12-month Contract Period, the man-month rate for each resource as per Appendix E shall be revised with an increment of 10% for each year thereof.

[2.5.2 (b) shall be read as
A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

[2.5.2 (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

[2.5.5 Consultation
Not later than 30 (thirty) days after the Consultants has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken.

[**2.7.1 (b)** The Consultants becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary

[2.7.1 (e) With respect to Performance of Contract as per Scope of Service and also if the Consultants discontinue to provide service as per the contract.

[2.7.1 (f) The Consultants fails to comply with any final decision reached as a result of dispute Resolution proceedings pursuant to Clause 7.2 hereof;

[2.7.1(g) if the Consultants submit to the Client any statement, notice, or other document, in written or through email, which has a material effect on the Client's rights, obligations, or interests and which is false in material particulars

[2.7.1(h) if the Consultants have repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract

[2.7.1(i) if any representation made or warranties given the Consultants under this Contract is found to be false or misleading

[2.7.1(j) if a resolution has been passed by the shareholders of the Consultants for the voluntary winding up of the Consultants' Agency

[2.7.1(k) if the Consultants commit a default in complying with any other provision of this Contract if such default causes a Material Adverse Effect on the Client

[2.7.1(l) if the Consultants have assigned their rights and obligations under this Contract to a Third Party without the written consent of the Client

[2.7.1(m) if the Consultants discontinue to provide service as per the Contract.

[2.7.5 (b) shall be read as:

except in the case of termination pursuant to paragraphs (a), (b), and (d) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

[3.1.1 Terms of Reference
The scope of services to be performed by the Consultants is specified in the Terms of Reference (the "ToR") at Appendix A of this Contract. The Consultants shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

[3.2.4(c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

[3.4 Consultants shall maintain reasonable professional indemnity insurance as per industry standards in connection with its services and such other insurances as required under applicable laws of India.

[3.5(b) The other actions are as per Appendix A of the Contract

[3.5 (c) The other actions are as per Appendix A of the Contract

[3.6 Reporting obligations as defined in Appendix A

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

[3.9 The Consultants shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Contract in a timely manner.

[3.10 The Consultants shall provide the Client with prompt written notice of any changes in the Consultants' name, ownership, or form of organisation.

[3.11 The Consultant sshall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials, and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful advisor to the Client and at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

[3.12 The Consultant shall maintain a high level of professional ethics during rendering of professional services and will not act in any manner, which is detrimental to the Client's interest and maintain confidentiality on matters disclosed till proper instruction is issued for publication

[3.13 The Consultant shall at its cost, expenses and risk make such financing arrangement as would be necessary to provide the services and to meet all of its obligations under the Contract, in a timely manner, save as otherwise expressly provided under the Contract.

[5.1.(c) The Client shall provide reference / liaison with other Government agencies and departments for the Consultant. The Consultant shall be given access to the relevant agencies / departments in order to complete the project successfully.

The Client shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

[6.2 The amount of Contract is INR _____inclusive of all taxes (amount in words and figures)

If the Contract is extended beyond the initial 12 month Contract Period, the man-month rate for each resource as per Appendix E shall be revised with an increment of 10% for each year thereof.

[6.4 Terms of Payment

Payment to the Consultant shall be made on a quarterly basis at the end of every quarter. The payment will be released on submission of quarterly Invoice and Monthly KPI Progress Report for every quarter by the consultant.

[6.4.1 The details of the bank account are:

Account Number	
Bank Name	
Bank Address	
IFSC	
GST	
PAN	

[6.4.2 Payment to the Consultant shall be made on a periodic basis at the end of every month after the approval of the Monthly KPI Progress Report. Invoices will be due at the end of every month along with submission of the Monthly KPI Progress Report.

[6.4.3 The payment schedule for the Contract Period shall be as follows –

Month	Milestone	Percentage of Total Fee	Amount in INR
1.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
2.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
3.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
4.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
5.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
6.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
7.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
8.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
9.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
10.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
11.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal
12.	On submission of the Monthly KPI Progress Report	8.33%	As per financial proposal

[6.4.4 The Consultants shall be paid only for those portions of the invoice that are satisfactorily supported with supporting documents. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. The Client shall pay to the Consultants only the undisputed amount.

Payments in respect of the Services shall be made as follows: -

a) The Consultants shall be paid for their services as per the Payment Schedule subject to the Consultants fulfilling all conditions as per the Terms of Reference
b) No payment shall be due for the next milestone till the Consultants completes, to the satisfaction of the Client, the work pertaining to the preceding milestone.
c) The Client shall pay to the Consultants only the undisputed amount.

[6.4.5 For any work that may be required for successful implementation / execution of a project, but which is outside the scope of work detailed in **Appendix A**, payment will be made on the basis of cost estimates to be submitted by the Consultants. The rate reasonability of the cost estimates shall be decided by a committee constituted by the Client for this purpose.

[6.4.6 Any expenses towards out-of-pocket expenses such as travel outside Bengaluru for project-related work or for study tours shall be reimbursed as per actuals to the Consultant. The Consultant shall take approval of the Client in this regard before incurring the expenditure.

[6.4.7 Change in Applicable Law

If during the period of this Contract, there is any change in the Applicable Laws with respect to leviable taxes and duties which increases or decreases the cost, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid contract amount.Any cost arising due to change in Applicable Law shall be borne by the Client.

[6.4.8 Tax Deducted at Source (TDS)

Wherever applicable, taxes shall be deducted at source from the payment to the Consultants at the rates applicable for each in accordance with the relevant Sections of the Income Tax Act.

[6.5 Any amount which the Client has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within 30 (thirty) days after receipt by the Consultants of notice thereof. Any delay by the Consultants in reimbursement by the due date shall attract simple interest of 10% (Ten percent) per annum.

[6.6 Performance Security

[6.6.1 The Consultants shall furnish the Performance Security in accordance with Clause 8 of Section 2 Information to Consultants of the RFP document.

[6.6.2 The Consultants shall keep the Performance Security valid and enforceable throughout Contract Period. In case the Performance Bank Guarantee provided by the Consultants to the Client is set to expire for any reason whatsoever at any time before 90 days after the date of expiry of the Contract, the Consultants shall renew and provide to the Client renewed Performance Bank Guarantee at least 30 days prior to its date of expiry. Upon any failure on part of the Consultants to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be encashed by the Client without giving any notice to the Consultants or to any other Party.

[6.6.3 The Performance Security will be discharged by the Client and returned to the Consultants no later than 90 days following the completion of the Consultants' performance obligations under the Contract.

[6.6.4 In the event of any contract amendment, the Consultants shall within 30 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 90 days after the completion of performance obligations.

[6.6.5 Encashment and Appropriation of Performance Security

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultants in the event of:

(a) Breach of this Contract or for levy of Penalty specified
(b) Termination of this Contract by Client for reasons other than in GC 2.7.1(c)
(c) In case the Consultants is not able to deliver the services as envisaged in the Scope of Services as described in Appendix A and Appendix B

[7.2 The rationale of the amicable dispute settlement procedure is to settle the dispute at the lowest possible responsibility level, bringing the individuals concerned face to face. The settlement procedure consists of the two following steps:

(a) Level One: the dispute is to be notified by authorised representative of one Party to the authorised representative of other party. After said notification same shall be referred to the Chairman, BWSSB. Both parties are at liberty to submit pleading and documents regarding said dispute. After hearing representatives of the both parties, said authority shall examine records submitted by the both Parties if any and conciliate to resolve the dispute and pass the suitable order according to his/her satisfaction within 15 days from the date of reference. However, said authority for any reason does not do so, time may be extended for another 07 days.

(b) Level Two: Party aggrieved by the order of the Authority at Level-1, is at liberty to approach the authority at Level-2 (Principal Secretary/ Secretary, UDD) within 07 days from the date of issue of order by the authority at level-1.The authority at level-2 shall secure records including order passed at Level-1 and after hearing representatives of the both parties, said authority at Level-2shall secure examine records submitted by the both parties if any and conciliate to resolve the dispute and pass the suitable order according to his/her satisfaction.

(c) Being aggrieved by the order of level-2 authority, after exhausting of mutual discussion, then the aggrieved parties are at liberty to invoke the clause under the Arbitration and Conciliation Act, 1996 and approach the Arbitration Centre -Karnataka (Domestic and International)Bangalore to settle the dispute through Arbitration as per Government of Karnataka Circular No.LAW 273 L AC 2012(p) dated 10.01.2014. The resulting award shall be final and binding on parties and shall be in lieu of any other remedy.

[7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions & as per the Circular issued by Govt. of Karnataka Vide No LAW 273 L AC 2012(p) dated 10.01.2014:

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

a. Additional Chief Engineer, BWSSB as Employer representative,

b. The "Consultancy", and

c. The "Member" third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB's decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

[7.2.2 Rules of Procedure

a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)
b) Arbitration proceedings shall be held at Bangalore, Karnataka, India
c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.
d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.
e) Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the provisions of Arbitration and Conciliation Act, 1996 and amendments thereof, read with Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.
f) List of organizations who are considered as appointing authority for appointment of arbitrators
    i. Indian Council of Arbitration,
    ii. International Centre for Alternative Disputes Resolution (India);
    iii. Indian Institute of Public Health Engineers;
    iv. Institute of Water Works

[7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

[7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

[7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(d) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
(e) the English language shall be the official language for all purposes
(f) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

[8. Fairness and Good Faith

[8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

[8.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 7.2 hereof.

[9 Indemnification

The Consultants shall indemnify, defend and hold the Client, its officers and agents harmless against any and all

(i) Proceedings, actions and Third-Party claims arising out of a breach by the Consultants of any of its obligations under this Contract, except to the extent that any such claim has arisen due to breach by the Consultants of any of its obligations under this Contract or a Force Majeure Event which is a political event.

(ii) Losses resulting from the publication of the contents of the advertisement including claims for libel, violation, privacy, copyright infringement or plagiarism.

(iii) any loss of or damage to any of the Client's property arising out of or in connection with any act, omission, or negligence of the Consultants, its officers, agents, contractors, subcontractors, employees or invitees, unless

such loss or damage is caused by or due to the sole negligence or wilful misconduct of the Client.

[10 Assignment

The rights and duties created by this Contract are personal to consultants and accordingly, except as otherwise may be permitted herein, the Consultants shall not directly or indirectly assign directly or indirectly, any interest, right or obligation in this Contract, in whole or in part without the express written consent of the Client. Any such purported assignment without the Client's prior written consent shall constitute a Material Breach, which will entitle the Bangalore Water Supply & Sewerage Board (BWSSB) to cancel the Contract apart from such assignment being null and void ab initio.

[11 Confidentiality

The Consultants and their Personnel shall not, either during the term or any time after the expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Consultants and their Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any information relating to the Client's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Consultants are under an obligation to keep confidential in relation to the Services or this Contract ("Confidential Information"), without the prior written consent of the Client. Notwithstanding the aforesaid, the Consultants and their Personnel may disclose Confidential Information to the extent that such Confidential Information:

(i) was in the public domain prior to its delivery to the Consultants and their Personnel or becomes a part of the public knowledge from a source other than the Consultants and their Personnel.

(ii) was obtained from a Third Party with no known duty to maintain its confidentiality.

(iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultants and their Personnel shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultants or Personnel, as is reasonable under the circumstances; provided, however, that the Consultants or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

[12 Waiver

No waiver by a Party of failure or failures by the other Party to this Contract to perform any provision of this Contract shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.

[13 Limitation of Liability

In no circumstance shall Consultants' total liability for any direct damages under this Contract exceed the Fee paid to the Consultants. Consultants shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage.

[14 Survival

In the event of any termination of this Contract in whole or in part, the clauses entitled "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of the Client and be binding upon the Consultants, their legal representatives, heirs, successors and assigns.

[15 Severability

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

[16 Amendments

This Contract and the Appendices together constitute a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

[17 Counterparts

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract but shall together constitute one and only the Contract.

I. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various stages and tasks, place of performance for different stages and tasks; specific stages and tasks to be approved by Client, etc.]

As per Terms of Reference of the RFP

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

As per Terms of Reference of the RFP

Appendix C: Key Personnel and Sub-consultants

[List under: Titles [and names, if already available], detailed job descriptions and minimum qualifications. Experience of Key Personnel to be assigned to work, and staff-months for each.]

To be submitted by the Consultants at the time of Negotiation as per Clause 6 of Section 2 Information to Consultants.

Appendix D: Services and Facilities to be provided by the Client

[List here under: Services, facilities and property to be made available to the Consultants by the Client.]

As per the Terms of Reference of the RFP.

Appendix E: Breakdown of Contract Price in Indian Rupees

[List here the elements of cost used to arrive at the breakdown of the Contract Price.

This appendix will exclusively be used for determining remuneration for additional services.]

Appendix F: Form of Guarantee for Performance Security (Proforma Bank Guarantee)

(To be stamped in accordance with Applicable Stamp Act, if any)

To
The Executive Engineer (Project)-2
Bangalore Water Supply and Sewerage Board
3rd floor, Pinakini Bhavan, Doddaballapura Main road,
Yelahanka New Town, Bangalore – 560064.
Email: eecmc3@bwssb.gov.in

WHEREAS M/s.....[Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. ..... dated ..... to provide the services on terms and conditions set forth in this Contract for **Project Management & Strategic Support for New Initiatives of Bangalore Water Supply & Sewerage Board (BWSSB)**(hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of INR ..... [Amount of Guarantee] ..... [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of INR ..... [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to INR ..... (Rupees .....) and the guarantee shall remain valid till .....Unless a claim or a demand in writing is made upon us on or before..... all our liability under this guarantee shall cease.

This guarantee shall be valid until 180 days from the date of expiry of the Contract Period.

Signature and Seal of the Guarantor..... In presence of

Name and Designation
(Name, Signature & Occupation)
Name of the Bank
Address
(Name & Occupation)
Date.....

Appendix G: Power of Attorney Submitted by Consultants
[To be added in the final contract]

Appendix H: Technical Presentation submitted by Consultants

[To be added in the final contract]

Appendix I: Letter of Award Issued by Client

[To be added in the final contract]